



**Investigation and Report Pursuant
to South Carolina Public Service
Commission Order No. 2019-812
Docket No. 2019-363-E**

South Carolina
Office of Regulatory Staff

April 13, 2020

Executive Summary

The South Carolina Office of Regulatory Staff ("ORS") provides this report pursuant to the Public Service Commission of South Carolina's ("PSC" or "Commission") Order No. 2019-812 in Docket No. 2019-363-E. The order requires ORS to investigate and report on "the matter concerning Dominion Energy's sale of its customers' personal information to a third party."

To fulfill the Commission's request, ORS reviewed the relationship between Dominion Energy of South Carolina, Inc. ("DESC" or "Company") (formerly known as South Carolina Electric and Gas, Incorporated ("SCE&G")) and HomeServe USA Repair Management Corporation ("HomeServe"). The report describes ORS's review of applicable South Carolina laws, Commission orders, Commission regulations, and applicable privacy policies to determine whether any violations of the same occurred as part of the agreements between DESC and HomeServe.

As a result of the investigation, ORS concludes that no violations of any South Carolina laws, Commission regulations, or Commission orders occurred. To provide more transparency and customer protections, ORS recommends the Commission consider the following corrective actions:

1. Direct DESC to revise customer privacy policies to clearly disclose that DESC may share customer information with non-affiliated third parties for the purpose of marketing products or services not regulated by the Commission ("nonregulated") to DESC's customers. This disclosure should also clearly explain how customers can opt out of such sharing. In addition, DESC's privacy policies should be consistent with the Code of Conduct in Docket No. 2019-386-E approved by the Commission and any Commission regulation on information-sharing that is finalized in Docket Nos. 2019-367-A and 2019-387-A;
2. Approve ORS's proposed additional Code of Conduct provisions in Docket No. 2019-386-E and clarify the language related to marketing to require disclaimers on all communications which use the name or logo of DESC for the purpose of marketing nonregulated products or services, regardless of whether the nonregulated products or services are provided by DESC, an affiliate, or a non-affiliated third party;
3. Approve regulations consistent with that proposed by ORS in Docket Nos. 2019-367-A and 2019-387-A; and

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4. Absent approval of a Code of Conduct in Docket No. 2019-386-E with the language described in number 2 above, direct DESC and its affiliates to include disclaimers on all communications which use the name or logo of DESC for the purpose of marketing nonregulated products or services. DESC should be obligated to include a term requiring the use of these disclaimers in any contract it has or into which it may enter with an affiliate or non-affiliate that may result in such marketing.

Introduction

On November 25, 2019, Commissioner Ervin requested that ORS “investigate the matter concerning Dominion Energy’s sale of its customers’ personal information to a third party” and “report back its findings or recommendations” to the Commission. The Commission established Docket No. 2019-363-E and documented Commissioner Ervin’s request in Order No. 2019-812.

The Commission’s request for investigation was prompted by customer confusion and concerns related to marketing solicitations offered by HomeServe to DESC customers in November of 2019. In response, ORS submitted its first set of requests for records and information (“AIR”) to DESC on December 6, 2019. On January 13, 2020, ORS submitted a second AIR to DESC and an AIR to HomeServe.

Scope of Investigation

This investigation is the first instance in which the Commission has requested ORS to investigate the sharing of customer information by a regulated utility. To conduct a meaningful and thorough investigation, ORS reviewed applicable state laws and Commission regulations and orders in effect at the time DESC customers received HomeServe marketing materials.¹

While various federal privacy laws exist, ORS expresses no opinion as to whether the relationship and transaction at issue in this case complies with federal law.

Regarding state laws and regulations, there appear to be no state laws that prohibit the business relationship between HomeServe and DESC or the type of customer information-sharing that occurred between DESC and HomeServe. Currently, there are no Commission regulations that address the privacy, or use, of customers’ personal information, although, on November 27, 2019, ORS proposed a regulation addressing sharing of customer information in Docket No. 2019-367-A. The rulemaking proceeding to create a regulation is pending before the Commission in Docket No. 2019-387-A. The Department of Consumer Affairs and numerous public utilities have intervened. Comments to the proposed regulation were recently filed by several parties in Docket No. 2019-387-A.

In conducting the investigation, ORS considered Commission Order No. 92-931, issued

¹ ORS expresses no opinion regarding the applicability of the South Carolina Unfair Trade Practices Act (“SCUTPA”) to this matter. See S.C. Code § 39-5-10 *et seq.* The SCUTPA grants investigative and enforcement powers to the Attorney General and provides for actions for actual damages by persons who suffer an ascertainable loss of money or property, real or personal.

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in Docket No. 89-230-E/G. This Order established certain Reporting Requirements for SCE&G and SCANA Corporation's regulated affiliated companies relating to affiliated transactions, herein referred to as the "1992 Code."² While the Commission is currently considering proposed changes to the 1992 Code and heard oral arguments of ORS and DESC on February 19, 2020 in that matter, no decision has been issued.³

Provided below is a summary of information gathered during the investigation, including the 1992 Code, DESC's Privacy Policies, the HomeServe repair programs marketed to DESC customers, and the business relationship between DESC and HomeServe.

Background on the Code of Conduct

The 1992 Code was established as a result of a petition filed with the Commission in 1989 by the Alliance for Fair Competition. The Alliance for Fair Competition petitioned the Commission to conduct an independent investigation into the transfer of real and personal property from SCE&G to SCE&G's parent company, SCANA, or other SCANA subsidiaries, and the allocation of expenses and revenues between these entities. The Commission established Docket No. 89-230-E/G and granted the request. Commission Staff conducted an investigation and recommended reporting requirements to be filed annually by SCE&G relating to affiliate transactions, financial transactions, property transactions, and the protection of proprietary customer information. On November 13, 1992, in Order No. 92-931, the Commission approved and adopted a stipulation on these matters between some of the parties, including SCANA, and the companies began operating under the provisions of the 1992 Code.

The parameters of the 1992 Code were revisited in the merger docket between Dominion Energy, Inc., parent company of DESC, and SCANA.⁴ In Order No. 2018-804 issued in December 2018, the Commission directed the Company to "adopt and agree to adhere to a Code of Conduct developed in collaboration with the ORS."⁵ On July 1, 2019, DESC filed a proposed Code of Conduct, and ORS filed its response and additional recommendations on August 2, 2019.

DESC's proposed Code of Conduct revised and updated information, such as thresholds for property transfer disclosures, and added a definitions section for ease of reference for

² By Order No. 2018-804 entered December 21, 2018, in Docket Nos. 2017-207-E, 2017-305-E, and 2017-370-E, the Commission approved the merger of SCE&G's parent company, SCANA Corporation, with Dominion Energy, Inc. Dominion Energy, Inc. changed the name of SCE&G to DESC effective April 29, 2019.

³ See Docket No. 2019-386-E.

⁴ See also Docket Nos. 2017-207-E, 2017-305-E, and 2017-370-E.

⁵ Order No. 2018-804.

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terms used in the document. Other provisions that ORS advocated during discussions with the Company included certain additional consumer protections offered to Dominion Energy, Inc. customers in North Carolina, such as customer protection clauses for non-discrimination, marketing, and customer information provisions ("North Carolina provisions"). The North Carolina provisions approved by the North Carolina Utilities Commission ("NCUC") apply to Dominion Energy North Carolina ("DENC") and Public Service Company of North Carolina ("PSNC").⁶ The ORS recommendations were not included in DESC's proposed Code of Conduct filed by the Company with the Commission on July 1, 2019.

On August 2, 2019, ORS provided the Commission a detailed synopsis of the following seven (7) recommendations ORS proposed for DESC's Code of Conduct that DESC opposed:

1. A non-discrimination clause;
2. A marketing clause;
3. Installation of a compliance officer;
4. An enhanced customer information clause;
5. A complaint procedure;
6. Removal of a waiver clause; and
7. Institution of a periodic review process.

These recommendations include clauses for marketing and sharing of customer information which may provide better protections for consumers as discussed later in this report. The Commission heard oral arguments from both ORS and DESC on February 19, 2020.⁷ No decision has been issued by the Commission at this time.

Applicable Privacy Policies

The 1992 Code includes a provision related to privacy of customer information in the context of affiliate transactions. This provision states:

The regulated utility should not disclose customer proprietary information to any of its affiliates without the consent of that customer. Procedures should be established by the Company to comply with this recommendation. Upon development of the procedures, SCE&G should file a copy of the procedures with the Commission for approval. Proprietary information in this instance is defined as any information that if released could cause the customer possible competitive injury.⁸

⁶ NC Utilities Commission Docket No. E-22, SUB 551; Docket No. G-5, SUB 585 (Nov. 19, 2018)

⁷ See Docket No. 2019-386-E.

⁸ 1992 Code as provided in Order No. 92-931, Appendix A at p. 23.

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DESC references three (3) privacy policies in their responses to ORS: (1) SCANA Corporation's ("SCANA") Code of Conduct and Ethics and Customer Information Privacy Policy ("CIPP"), (2) an electronic privacy policy ("EPP") as published on the Company's website, and (3) a separate privacy notice provided to customers who enroll in any of the HomeServe repair programs.⁹ Copies of these privacy policies are provided with this report as Attachments 1 through 3.

Customer Information Privacy Policy ("CIPP")

The CIPP is included in the annual affiliate transaction report in accordance with the requirements of Commission Order No. 92-931.¹⁰ The CIPP is an internal Company policy which established rules and procedures for maintenance of the privacy of customer information. The specific sections addressing customer privacy issues relative to this investigation are noted below.

Section 1.2 of the CIPP describes customer information as an "important asset" to the Company that is also "valued by customers, who have the expectation [the Company] will adequately protect their information and use it for legitimate business purposes."

Section 4.0 of the CIPP includes a definition of "Opt out, Do not solicit, and/or Do not e-mail request." Customers may request one of these designations, the result of which may "limit the disclosure of certain information among subsidiaries, affiliates, and non-affiliated third parties."

Section 6 states that customer information is "restricted information," "confidential," and "available on a need-to-know basis only." This Section details the disclosure of customer information to the following parties: the customer and/or others authorized by/for the customer, third parties, subsidiaries, and law enforcement, and for public safety. Third parties listed in this section 6.3.2 include:

- External third parties other than the customer or person authorized by the customer if the third party is able to provide an account number and the account is not password protected and the request is reasonable;
- Third parties and/or service providers who are performing a contracted service for the Company;
- Credit reporting agencies, collection agencies, and other companies with whom SCANA has joint agreements for the sharing of information regarding payment history or unpaid balances, and/or assessing credit ratings; and

⁹ Responses to DESC AIR 1-26 and 1-29.

¹⁰ Docket No. 1989-230-EG, Annual Report of Dominion Energy South Carolina, Inc. Dated June 28, 2019, Pages 47-56.

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- Exceptions to the disclosure guidelines approved as necessary by business unit officers or the SCANA Legal Department.

Electronic Privacy Policy (“EPP”)

DESC provided a link to the EPP located on the Company’s website that includes details regarding information the Company collects from customers and visitors to the Company’s website and mobile applications.¹¹ The EPP also describes how the Company uses the information it collects, including sharing information with third parties. At the time of this report, the EPP indicated it was last updated on December 30, 2019 and effective as of January 1, 2020.¹² The EPP is not included in the annual affiliate transaction report with the CIPP.¹³ DESC stated the EPP is available only on its website. DESC did not indicate whether the privacy policy was mailed to customers on any periodic basis.¹⁴ According to the EPP, DESC “may change this Privacy Policy without notice” and use of DESC’s website or services “constitutes . . . acceptance of [DESC’s] privacy practices.”

Within the EPP, DESC defines third parties as “vendors, agents, contractors, or affiliates that provide products and/or services to, on behalf of, or at the direction of the Company.”¹⁵ The EPP establishes a “commitment to protect [customers’] information.” In Section III – How We May Share the Information We Collect With Third Parties, DESC indicates it “may disclose Personal Information to Third Parties in certain circumstances” and provides a list of ten circumstances. The EPP does not state that information sharing with third parties is limited only to the ten circumstances.

When asked by ORS about the specific procedures by which a customer may prohibit DESC from selling or sharing customer information, DESC responded that if a DESC customer desires the Company not share his or her information with a third party, the customer may contact DESC through the Dominion Energy Privacy Office to make this request. The Privacy Office contact information is provided in the EPP. The EPP also contains information regarding how a customer may “opt out” of certain types of emails or solicitations directly from DESC, including communications regarding new products or services DESC believes may be of interest to a customer.¹⁶ The EPP states customers who wish to opt out may contact the Company by phone, email, or mail using contact information provided at the end of the EPP.

¹¹ <https://www.sceg.com/home/privacy-policy>.

¹² The January 1, 2020 update was in accordance with the California Consumer Protection Act to add a section for DESC customers who are California residents. First Updated Response to DESC AIR 1-20.

¹³ Response to DESC AIR 1-20.

¹⁴ Response to DESC AIR 1-26.

¹⁵ DESC Privacy Policy effective January 1, 2020.

¹⁶ Response to DESC AIR 1-25.

Privacy Notice Provided to HomeServe Subscribers

DESC customers who subscribed to HomeServe programs received a separate privacy notice. DESC indicated the privacy notice is provided by HomeServe to HomeServe subscribers in the initial welcome packet and on an annual basis, and describes how subscribers' personal information may be used by HomeServe.¹⁷ However, the notice bears the Dominion Energy logo and states it is being provided on behalf of DESC and PSNC, which have "agreed to allow HomeServe . . . to offer and provide [the subscriber] with certain products and services such as Repair Programs. . . . HomeServe is an independent company separate from [DESC] and is not an affiliate of [DESC]." It also states the repair programs are not part of DESC's regulated services and that "[t]here is no advantage to utility customers if they buy these products or services. A customer does not have to buy such products or services in order to continue to receive the same safe and reliable service from [DESC]. Similar products and services may be available from providers other than HomeServe."

The privacy notice reflects that DESC has agreements in place with HomeServe that limit HomeServe's use of customer information. HomeServe may share personal information with third parties for everyday business purposes such as to process transactions and maintain accounts. Customer information also may be used or shared to offer certain HomeServe products or services approved by DESC. The privacy notice indicates information about customers' creditworthiness is not shared by HomeServe with affiliates of DESC or HomeServe for the affiliates' everyday business purposes. The privacy notice also states that personal information is not shared by HomeServe with affiliates or non-affiliates of DESC or HomeServe for the affiliates or non-affiliates to market to customers.

HomeServe indicated it shares DESC-provided customer data with third parties to assist HomeServe in preparing and mailing marketing material for repair plans. The third parties are required by contract to protect DESC-provided customer data and are prohibited from using the data for any purpose other than assisting HomeServe in marketing home repair programs. HomeServe further stated it "does not use DESC provided customer data for any purpose other than to market its repair plans in accordance with the Agreement."¹⁸ After an individual enrolls in a HomeServe repair plan and becomes a "member or subscriber" of such program, HomeServe uses and shares any information collected from the member consistent with its member agreements, privacy policy, and other applicable documents.¹⁹

¹⁷ Response to DESC AIR 1-26.

¹⁸ Response to HomeServe AIR 1-13.

¹⁹ Response to HomeServe AIR 1-13.

Repair Plans

History of Appliance and Non-Appliance Repair Plans offered by HomeServe

The Company began to offer customers third party repair programs in the mid-1990s.²⁰ ServiceCare, a subsidiary of SCANA, offered a Heating, Ventilation, and Air Conditioning ("HVAC") repair program ("HVAC Repair Program") and certain other appliance repair programs ("Appliance Repair Programs") to SCE&G customers. In early 2014, SCE&G acquired and began administration of the repair programs from ServiceCare. In April 2014, SCE&G and Dominion Products and Services, Inc. ("DPS") entered into a Program Service Agreement to offer non-appliance repair programs to residential customers in SCE&G territory, such as water and sewer line replacements and in-home plumbing repairs ("Non-Appliance Repair Programs"). In 2015, DPS purchased the HVAC Repair Program from SCE&G.²¹ In summary, as of 2015, DPS owned the HVAC Repair Program, and administered the Non-Appliance Repair Programs for SCE&G. SCE&G retained ownership and administration of certain other Appliance Repair Programs.

In December 2017, HomeServe entered an Asset Purchase Agreement with DPS for the HVAC Repair Program. On August 1, 2018, SCE&G executed the Consent to Assignment and Amendment of the Program Service Agreement which transferred the administration of the Non-Appliance Repair Program from DPS to HomeServe. Accordingly, on October 27, 2018, DPS ended administration of non-appliance repair programs.²² In summary, as of the time of Commission approval of the merger between SCANA and Dominion Energy, Inc., HomeServe owned and administered the HVAC Repair Program in SCE&G territory and administered the Non-Appliance Repair Programs for SCE&G. DPS no longer provided or administered repair programs in SCE&G territory. SCE&G retained ownership and administration of other Appliance Repair Programs. In April 2019, as a result of the merger, SCE&G's name changed to DESC.

On May 8, 2019, DESC sold its other Appliance Repair Programs to HomeServe pursuant to an Asset Purchase Agreement. On August 16, 2019, DESC and HomeServe executed an Amendment to the Program Service Agreement for the Non-Appliance Repair Program and entered a Program Service Agreement for the Appliance Repair Program.²³

As of the end of 2019, DESC no longer owns or administers any repair programs for its customers. DESC exercised Program Service Agreements with HomeServe for the Non-

²⁰ Response to DESC AIR 1-2.

²¹ Response to DESC AIR 1-2; Response to HomeServe AIR 1-1.

²² Response to DESC AIR 1-2.

²³ Response to DESC AIR 1-2. Response to HomeServe AIR 1-1, 1-2.

Appliance Repair Program and the Appliance Repair Program that HomeServe offers in DESC's territory. DESC has indicated both programs are non-regulated and therefore neither Program requires approval from the Commission or any other South Carolina state agency.²⁴

Program Service Agreements

The Program Service Agreements ("Agreements") grant HomeServe a limited, non-exclusive license to use the "DESC" trade name and service marks and provides DESC with the authority to approve any of HomeServe's marketing programs for DESC customers. The Agreements state the parties "shall agree in advance on the location, structure and terms and conditions of each marketing campaign" and DESC "shall be afforded an opportunity to review and approve in advance all marketing materials." If DESC does not respond to HomeServe within ten business days of receiving proposed marketing materials, the materials are deemed automatically approved.

The Agreements also contain an exclusivity provision stating that DESC and HomeServe will deal exclusively with each other in providing to DESC customers repair plans or products and services substantially similar to repair plans. In addition, the Agreements set forth certain standards HomeServe must meet related to customer service and subcontractors used to perform repairs and other services. The Agreements also contain provisions limiting HomeServe's use of DESC customer information provided by DESC and describe certain minimum information security requirements to be adhered to by HomeServe.²⁵

DESC and Dominion Energy, Inc. are aware of no other relationships the Companies had during the time period of January 1, 2013 through November 30, 2019 with other third parties similar to the relationships with HomeServe and DPS whereby customer information was provided to a third party which then used it to market unregulated programs and services to DESC customers.²⁶

Licensing of HomeServe in South Carolina

HomeServe has an active license with the South Carolina Department of Insurance as a service contract provider.²⁷ Both the Non-Appliance and Appliance Repair Programs offered by HomeServe require customer contracts.

²⁴ Response to DESC AIR 1-1.

²⁵ Response to HomeServe AIR 1-10.

²⁶ Response to DESC AIR 2-1.

²⁷ Response to HomeServe AIR 1-7; <https://sbs.naic.org/solar-external-lookup/lookup/licensee/summary/1900670918?jurisdiction=SC&entityType=BE&licenseType=SCP>.

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Contracts for service HomeServe sells under the Non-Appliance Repair Program are issued by North American Warranty, Inc. ("NAW"), a subsidiary of Assurant, Inc. NAW is a service contract company registered with the South Carolina Insurance Department, and is subject to S.C. Code § 38-78-10, *et seq.* The contracts issued by NAW are backed by a reimbursement insurance policy issued by Virginia Surety Company, Inc.²⁸

Contracts HomeServe sells under the Appliance Repair Program are issued by National Home Repair Warranty, Inc. ("NHRW"). NHRW is a service contract company registered with the South Carolina Insurance Department.²⁹

Compensation Structure

According to DESC, no monetary amounts were disbursed from HomeServe to DESC for any compensation relating to DESC customers prior to the start of DESC's business relationship with HomeServe in August 2018. In August 2018, pursuant to the Program Service Agreement for Non-Appliance Repair Programs, SCE&G began providing certain billing, remittance, and other administrative services to HomeServe. In August 2019, pursuant to the Program Service Agreement for Appliance Repair Programs, DESC also began providing these services for the Appliance Repair Programs. DESC receives compensation from HomeServe for providing billing, remittance and other administrative services. In August 2019, DESC was compensated by HomeServe in accordance with the Asset Purchase Agreement for the sale of the Appliance Repair Programs to HomeServe.³⁰

Because the compensation and expenses associated with the HomeServe programs are recorded below-the-line, they are not factored into DESC's rates.

²⁸ Response to DESC AIR 1-7.

²⁹ Response to DESC AIR 1-7; Response to HomeServe AIR 1-7. HomeServe provided the following additional information regarding the contracts sold under the Appliance Repair Program:

HomeServe currently sells and administers appliance home repair program contracts in South Carolina in connection with its relationship with Dominion Energy issued by HomeServe's affiliate, Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (USPPL). USPPL is a South Carolina Registered Service Contract Provider. The USPPL-issued contracts will soon be migrated to contracts issued by National Home Repair Warranty, Inc (NHRW). All impacted customers will receive new contracts from NHRW. NHRW is a service contract company registered with the South Carolina Insurance Department. The contracts issued by NHRW will be backed by a reimbursement insurance policy issued by Wesco Insurance Company (Wesco).

³⁰ Response to DESC AIR 1-11.

Compensation Under Appliance Repair Program Asset Purchase Agreement

In August 2019, pursuant to the Asset Purchase Agreement for the Appliance Repair Program, DESC was compensated \$[REDACTED], subject to customary closing adjustments. Of this amount, \$[REDACTED] was received in cash at closing with the remaining \$[REDACTED] recorded as a receivable to be received [REDACTED] after close in accordance with the contract terms. In accordance with the terms in the Asset Purchase Agreement and the aforementioned customary closing adjustments, DESC anticipates recording a [REDACTED] adjustment to the receivable in the amount \$[REDACTED], bringing the adjusted receivable balance to \$[REDACTED]. No further adjustments are expected.³¹ The accounting for this transaction was recorded below-the-line to FERC Account 421 – Miscellaneous Nonoperating Income.³²

Compensation under Program Service Agreements

Pursuant to the Program Service Agreements for both the Appliance and Non-Appliance Repair Programs, DESC bills subscribers for HomeServe's programs and collects all subscriber payments rendered. DESC retains an agreed-upon portion of all subscriber payments and remits the remaining balance, minus any bad debt write-off, to HomeServe

[REDACTED]
³³ DESC terminates from any HomeServe program any subscriber falling more than [REDACTED] days delinquent in payments. Charges for the non-regulated repair programs appear in a separate section of the utility bill separated from regulated services. All DESC bills contain the following language in bold print: **"Your natural gas and/or electric service may not be terminated for failure to pay for the following unregulated services."**³⁴

For the Non-Appliance Repair Programs, as of November 2019, DESC billed \$[REDACTED] to enrolled subscribers. DESC remitted \$[REDACTED] of the total billed to HomeServe. The difference of \$[REDACTED] retained by DESC includes compensation in the amount of \$[REDACTED] that, according to DESC, is for billing, remittance, and other administrative services, and \$[REDACTED] to recover write-offs. The \$[REDACTED] represents approximately [REDACTED] % of the total billed.

For the Appliance Repair Programs, as of November 2019, DESC billed \$[REDACTED] to enrolled subscribers. DESC remitted to HomeServe \$[REDACTED] of the total billed. The

³¹ Response to DESC AIR 1-11; Response to HomeServe AIR 1-8, 1-9.

³² Response to DESC AIR 1-12.

³³ Response to DESC AIR 1-1.

³⁴ Response to DESC AIR 1-4.

difference of \$ [REDACTED] retained by DESC includes compensation in the amount of [REDACTED] that, according to DESC, is for billing, remittance and other administrative services, and \$ [REDACTED] to recover write offs.³⁵ The \$ [REDACTED] represents approximately [REDACTED] % of the total billed.

The compensation related to services DESC provides to HomeServe is recorded below-the-line to FERC Account 415—Revenues from Merchandising, Jobbing, and Contract Work.³⁶ The expenses related to the HomeServe programs also are recorded below-the-line to FERC Account 416—Costs and Expenses of Merchandising, Jobbing and Contract work. The expenses are treated as nonutility and not classified as being electric or gas utility operations.³⁷

Scope of DESC Customer Information Shared with HomeServe

An automated process within DESC generates a weekly customer information file that DESC shares via secure file exchange with HomeServe. The exchange of customer information for marketing purposes was suspended effective November 22, 2019. The weekly file included the following customer information:

- Customer account number;
- Name (prefix, suffix, first, middle, last);
- Service and mailing address, including zip code plus four;
- Phone number;
- Do not solicit flag;
- Customer type (commercial or residential);
- Customer service type (electric, gas, or gas and electric); and
- Delinquent account flag.³⁸

HomeServe does not market any products to DESC customers designated with a “do not solicit flag.”³⁹

Additional information is shared between DESC and HomeServe for customers who enroll in repair programs as part of what DESC described as the “daily operations of the home repair business.” This information falls within four files:

³⁵ Response to DESC AIR 1-11; Response to HomeServe AIR 1-8, 1-9.

³⁶ Response to DESC AIR 1-12.

³⁷ Response to DESC AIR 1-9, 1-12.

³⁸ Response to DESC AIR 1-1(d); Response to HomeServe 1-1, 1-11.

³⁹ Response to HomeServe AIR 1-1.

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- The Member Enrollment File is a daily file used to communicate program enrollments, cancels, and drops that originates from HomeServe and contains subscriber account numbers, names, HomeServe contract numbers, service and mailing addresses, and rate codes (program billing identifier);
- The Member Response File is a daily file originated by DESC that confirms status of enrollments, cancels, and drops provided in the Member Enrollment File and contains DESC customer account numbers, names, HomeServe and DESC contract numbers, service and mailing addresses, and rate codes (program billing identifier);
- The Member Account Balance is a daily file originated by DESC that confirms subscriber payments for non-regulated home repair programs and contains customer account numbers, transaction amounts and dates, program balances, and write off indicator and reason codes; and
- The Member Sync List is a weekly file originated by DESC and used to verify accuracy of subscriber home repair accounts' programs and prices and contains utility account numbers, names, service addresses, and rate codes (program billing identifier).⁴⁰

Customer data DESC provides to HomeServe does not include customers' social security numbers.⁴¹

Communications Regarding HomeServe's Programs Sent to DESC Customers

According to DESC, mailings regarding HomeServe's programs were sent to DESC customers on or about June 19, 2019; September 19, 2019; and November 19, 2019.⁴² DESC indicated no other marketing of HomeServe programs was directed to DESC customers through any other channels or methods other than direct mailings.⁴³ Information about the HomeServe programs is available on DESC's website.⁴⁴

The November 19th mailing contains a cover letter from a Vice President of DESC and states in bold at the top: "**An important message from Dominion Energy South Carolina.**" A copy of the November 19th mailing is included as Attachment 4. The Dominion Energy logo and the words "**Repair Plans from HomeServe**" also appear at the top. The body of the letter states the enclosed information is provided to help the recipient "understand how a plan from HomeServe—*an independent company*

⁴⁰ Response to DESC AIR 1-1(d); Response to HomeServe 1-1, 1-11.

⁴¹ Response to HomeServe AIR 1-13; Response to DESC AIR 1-1.

⁴² Response to DESC AIR 1-36.

⁴³ Response to DESC AIR 2-2; Response to HomeServe AIR 1-14.

⁴⁴ Response to DESC AIR 2-2; <https://www.sceg.com/products-repair-plans/repair-plans>.

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separate from Dominion Energy South Carolina—can help protect [the recipient's] finances.” The letter further states “[t]hat’s why Dominion Energy has selected HomeServe—a premier provider of home emergency repair programs to homeowners nationwide—to offer and administer optional repair programs to customers of Dominion Energy South Carolina.” The letter also has the following disclaimer language and states customers can contact HomeServe for more information or to opt out of future HomeServe mailings:

In no way are you required to purchase this coverage—it is completely *optional*, and your participation does not impact the natural gas service and/or electric service you receive from Dominion Energy South Carolina. Coverage is from HomeServe, not Dominion Energy South Carolina. Dominion Energy South Carolina provides only the billing services for the home repair programs.

The November 19th mailing packet contains separate status reviews and explanations of the following coverage programs: In-Home Gas Line Repair, In-Home Electrical Repair, Water Line Replacement, Water Heater Repair and Replacement, and Heating and Cooling Repair. Similar to the cover letter, each status review and explanation has the Dominion Energy logo prominently displayed and the words “Repair Plans from HomeServe” at the top. Each one has a disclaimer at the bottom that HomeServe is an *“independent company separate from Dominion Energy. . . Your choice of whether to participate in this service plan will not affect the price, availability or terms of service from Dominion Energy South Carolina.”*

The welcome letter HomeServe sends to enrollees in the HomeServe programs also has the Dominion Energy logo on it and contains the same disclaimer at the bottom.

Results of ORS Investigation

Compliance with Commission Order No. 92-931

Order No. 92-931 prohibits DESC from disclosing “customer proprietary information to any of its affiliates without the consent of that customer.” DESC and HomeServe have indicated that HomeServe is not DESC’s affiliate, and therefore the sharing of customer information with HomeServe complies with Order No. 92-931.⁴⁵ Other than the business relationship that exists between them, DESC and HomeServe indicate they are unaware of any financial interest held by Dominion Energy, Inc. or any of its officers, directors, or managers in HomeServe.⁴⁶

DESC acknowledges its proposed Code of Conduct pending before the Commission in Docket No. 2019-386-E would not prohibit the type of information sharing in which it engages with HomeServe because it also only requires written consent for sharing of customer information with affiliates.⁴⁷

ORS recommends DESC be required to revise its customer privacy policies to clearly disclose that DESC may share customer information with non-affiliated third parties for the purpose of marketing products or services not regulated by the Commission to DESC’s customers. This disclosure also should clearly explain how customers can opt out of such sharing. In addition, DESC’s privacy policies should be consistent with the Code of Conduct ultimately approved by the Commission and any regulation on information-sharing that goes into effect.

DESC Current Privacy Policies and Scope of Information Shared with HomeServe

ORS notes that neither the CIPP nor the EPP contained explicit statements to ensure customers are aware and have provided permission to DESC to allow the Company to share customer information with a non-affiliated third party (HomeServe) to be used to market the non-affiliated third-party’s products and services. However, both the CIPP and the EPP appear to contain sections that allude to the type of information-sharing that occurred between DESC and HomeServe. Section 6.3.2.5 of the CIPP allows for exceptions approved by business unit officers or DESC’s Legal Department. Section III of the EPP does not indicate its list of circumstances in which personal information may be shared with third parties is exclusive.

⁴⁵ Response to DESC AIR 1-30; Response to HomeServe AIR 1-5.

⁴⁶ Response to DESC AIR 1-6; Response to HomeServe AIR 1-6.

⁴⁷ Response to DESC AIR 1-31.

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The privacy notice sent on behalf of DESC to customers after the DESC customer enrolls in HomeServe's repair programs states personal information is not shared by HomeServe with affiliates or non-affiliates of DESC or HomeServe to market to customers. It is unclear to ORS why DESC has a distinct privacy notice for the personal information of customers who enroll in HomeServe's repair programs as opposed to customers who do not enroll.

It is not clear to ORS why DESC shared information with HomeServe related to customers whose accounts are designated as "do not solicit." While customer information appears to have been shared by DESC with HomeServe, HomeServe indicated that no marketing materials were sent by HomeServe to these customers.⁴⁸

Content of HomeServe Solicitations

According to the Company, HomeServe began marketing to DESC residential customers in June 2019. Since then, [REDACTED] customers enrolled in home repair programs, which represents [REDACTED] % of total mailings. For the November 2019 solicitation, the solicitation by HomeServe under the Program Service Agreements, which prompted this investigation, HomeServe mailed solicitation letters to [REDACTED] DESC residential customers.⁴⁹ The mailing resulted in [REDACTED] enrollments in home repair programs which represent approximately [REDACTED] % of the November mailing. DESC received six complaints from customers regarding the November mailing.⁵⁰ ORS did not receive complaints or inquiries from DESC consumers about the November HomeServe mailing.

In Docket No. 2019-386-E, ORS proposed an additional clause to DESC's proposed Code of Conduct that would have addressed how marketing materials should be structured. The language proposed by ORS would require certain disclaimers⁵¹ be used by affiliates and non-regulated utility operations for any communications utilizing the name or logo of DESC. These disclaimers are described more fully in the letter ORS filed on November 5, 2019, in Docket Nos. 2017-207-E, 2017-305-E, and 2017-370-E.

While the HomeServe solicitations provided by DESC in response to ORS discovery requests indicate that HomeServe used certain disclaimers, the disclaimers were voluntary and approved by DESC and/or HomeServe. Should the Commission adopt the additions to DESC's Code of Conduct ORS proposes, ORS recommends the language relating to marketing require disclaimers on all communications which use the name or

⁴⁸ Response to HomeServe AIR 1-1.

⁴⁹ Response to DESC AIR 1-35

⁵⁰ Response to DESC AIR 1-35

⁵¹ Examples of such disclaimers include a clear statement that the other entity is not the same company as DESC, the other entity is not regulated by the Commission, and that purchasing or participating in the service(s) being offered will not result in any preferential treatment from DESC.

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logo of DESC for the purpose of marketing nonregulated products or services. The inclusion of such disclaimers may help mitigate customer confusion.⁵²

⁵² In light of the reasons for this investigation, ORS notes that including non-affiliated third parties to the list of entities required to include disclaimer language in joint marketing materials would add additional and valuable customer protections.

ORS Recommendations

Based on the information provided by DESC and HomeServe, ORS determined that DESC did not violate any current state law, Commission regulation, or Commission order by sharing the customer information with HomeServe. ORS recommends DESC be required to revise its customer privacy policies to clearly disclose that DESC may share customer information with non-affiliated third parties for the purpose of marketing products or services not regulated by the Commission to DESC's customers. This disclosure also should clearly explain how customers can opt out of such sharing. In addition, DESC's privacy policies should be consistent with the Code of Conduct ultimately approved by the Commission and any regulation on information-sharing that goes into effect.

Commission regulations currently in effect do not specifically address the sharing of a regulated utility's customer information with non-affiliated third parties. The proposed regulations considered in Docket Nos. 2019-387-A and 2019-267-A will offer needed customer protections. The proposed regulations would require customer consent "after a full disclosure to the customer of the nature and scope of the data proposed to be disclosed, the identity of the proposed recipient and the intended use of the data by the proposed recipient." Interested parties, including DESC, recently filed comments to the proposed regulations. DESC indicated it generally supports the proposed regulation.

Neither the 1992 Code nor the revised Code of Conduct proposed by DESC limits sharing of customer information with non-affiliates. The additional Code of Conduct provisions ORS has proposed for DESC offers important protections for customers for the sharing of information with non-affiliated third parties such as HomeServe.

ORS makes the following recommendations as a result of its investigation:

1. Direct DESC to revise customer privacy policies to clearly disclose that DESC may share customer information with non-affiliated third parties for the purpose of marketing products or services not regulated by the Commission ("nonregulated") to DESC's customers. This disclosure also should clearly explain how customers can opt out of such sharing. In addition, DESC's privacy policies should be consistent with the Code of Conduct in Docket No. 2019-386-E approved by the Commission and any Commission regulation on information-sharing that is finalized in Docket Nos. 2019-367-A and 2019-387-A;
2. Approve ORS's proposed additional Code of Conduct provisions in Docket No. 2019-386-E and clarify the language related to marketing to require disclaimers on all communications which use the name or logo of DESC for the purpose of

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marketing nonregulated products or services, regardless of whether the nonregulated products or services are provided by DESC, an affiliate, or a non-affiliated third party;

3. Approve regulations consistent with that proposed by ORS in Docket Nos. 2019-367-A and 2019-387-A; and
4. Absent approval of a Code of Conduct in Docket No. 2019-386-E with the language described in number 2 above, direct DESC and its affiliates to include disclaimers on all communications which use the name or logo of DESC for the purpose of marketing nonregulated products or services. DESC should be obligated to include a term requiring the use of these disclaimers in any contract it has or into which it may enter with an affiliate or non-affiliate that may result in such marketing.

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ORS.SC.GOV

Office of Regulatory Staff

1401 Main Street
Suite 900
Columbia, SC 29201



PUBLIC VERSION

ATTACHMENT 1

V-B

PROPRIETARY CUSTOMER INFORMATION REPORTING REQUIREMENTS

1. SCE&G will file a copy of the procedures that were established to comply with the recommendation that the regulated utility will not disclose proprietary customer information without the consent of the customer.

RESPONSE:

See attached pages of SCANA's Code of Conduct & Ethics and Customer Information Privacy policy.

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CONTACTS

CORPORATE COMPLIANCE

Corporate Compliance Officer (803) 217-8634
 Director - Corporate Compliance (803) 217-8541
 CCD Toll Free Number 1-800-335-6974
 Compliance Mail Code B111
 Corporate Compliance Email ccompliance@scana.com
 Helpline Phone Number 1-888-97-SCANA (1-888-977-2262)
 Helpline Web Reporting mycompliancereport.com (Code: SCG)

OTHER CONTACTS

Chief Financial Officer (803) 217-6642
 Chief Information Officer (803) 217-4727
 Controller (803) 217-6017
 Corporate Environmental Services (803) 217-9367
 Corporate Secretary (803) 217-7568
 Corporate Security (803) 217-8149
 FERC Compliance Officer (803) 217-9356
 Government Affairs (803) 217-7805
 Human Resources (803) 217-7082
 Investor Relations (803) 217-6642
 Privacy Administrator (803) 217-9641



COMPANY ASSETS

Company assets include but are not limited to:

Physical

Currency, procurement cards, office supplies, buildings, land, equipment, poles, wires, tools, vehicles, computer hardware, and telecommunication devices such as smartphones and tablets.

Electronic

Computer networks, telecommunication systems, internet access, voicemail, email, instant messaging (IM), documents, spreadsheets, presentations, software, databases, bulletin boards, and other company information.

Knowledge and Information

Processes, procedures, time and skills of employees, information, and intellectual property such as copyrights, patents, and trademarks.

All information dealing with expense reports, procurement cards, timesheets and customer accounts must be recorded and reported accurately. All transactions must be carried out in accordance with management's authorization, and in compliance with SCANA's policies and procedures.

PRIVACY

Confidential business information gained while employed at SCANA must not be shared. This obligation continues even after retirement or the end of your employment with SCANA.

Information about SCANA employees, customers, and vendors is confidential. Confidential information must only be accessed for legitimate business reasons and only disclosed in accordance with state and federal laws, and in compliance with SCANA's policies and procedures. Confidential information includes but is not limited to:

- Personally Identifiable Information (PII) - such as name, customer account number, social security number, or driver's license number;
- Protected Health Information (PHI) - such as an individual's health status, healthcare provider, prescribed drugs, diagnosis codes, or payment details for health care;
- Financial Information - such as bank account number, debit or credit card number, or credit score.

Failure to protect this information may cause harm to the individuals, to SCANA and to its affiliates. The impact could result in financial penalties and legal liabilities, damages to the SCANA brand and/or adverse regulatory actions. If you are unsure about what constitutes confidential information, contact your management or the CCD. Nothing in this Code prohibits employees from reporting possible violations of the law to the government.

SCANA employs different methods for the protection of confidential company information. These methods include the use of encrypted emails and the use of the Data Transmission Analysis and Control (DTAC) process. For more information consult the IST Department website on *The Edge* or call the IST Service Desk.

If you become aware of a potential breach or misuse of company property or information, report the issue immediately to management or the CCD.

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Revision Number	1
Effective Date	12/12/2005
Policy Manager	Kevin Painter; Regulatory Compliance & Privacy Program Manager
Last Reviewed	10/12/2017

1.0 INTRODUCTION

1.1 SCANA collects and maintains information necessary to carry out its role as a provider of energy and related services. Information collected often includes non-public personally identifiable information (PII). Customer information, some of which may be protected by regulatory and/or legal requirements, contractual obligations, and/or company policies and procedures, may include but is not limited to:

- Customer Names
- Contact Information (Examples are: addresses, telephone numbers, and e-mail addresses)
- Identification numbers (Examples are: Social Security and driver's license numbers)
- Credit history and/or financial status
- Account history to include payments and utility usage information
- Account numbers and passwords

1.2 Customer information is an important asset to SCANA, without which it would be unable to conduct service-related business transactions. This information is also valued by customers, who have the expectation SCANA will adequately protect their information and use it for legitimate business purposes.

2.0 PURPOSE

2.1 This policy provides customer information privacy guidelines designed to help ensure SCANA uses reasonable administrative, technical, and physical safeguards to protect the availability, confidentiality, and integrity of customer information.

3.0 SCOPE

3.1 This policy applies to employees and contractors of SCANA and its subsidiaries. Data protected by this policy includes customer and consumer information collected, processed, maintained and/or disclosed in electronic or hard copy format.

3.2 Customer information procedures shall be in compliance with this overall policy.

3.3 This policy, upon approval, will supersede and replace any previously existing customer information privacy policies.

4.0 DEFINITIONS

THIS POLICY IS NOT A CONTRACT. IT DOES NOT CHANGE YOUR STATUS AS AN AT-WILL EMPLOYEE. AS EITHER YOU OR THE COMPANY MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME FOR ANY REASON, WITH OR WITHOUT PRIOR NOTICE. THE COMPANY MAY AMEND, CHANGE, OR DEViate FROM ANY GUIDE, POLICY, OR PRACTICE DESCRIBED HEREIN IN THE COMPANY'S SOLE DISCRETION. PRINTED COPIES MAY NOT ACCURATELY REFLECT CURRENT POLICY, AS CHANGES IN THE POLICY MAY HAVE OCCURRED AFTER IT WAS PRINTED. FOR THE CURRENT VERSION OF THIS POLICY, PLEASE CONSULT THE ONLINE CORPORATE POLICY LIBRARY.

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4.1 Customer – Also referred to as an account holder (these terms are used interchangeably). This is the specific individual(s) whose name(s) is listed on the account. For Industrial and commercial accounts, 'customer' or 'account holder' refers to the Individual and/or business entity in whose name the account is listed.

4.1.1 Consumer – This is the specific individual(s) and/or entity whose PII is obtained in consideration of obtaining services and/or products offered by SCANA. If the consumer ultimately enters into a business relationship with SCANA, he/she/entity becomes a 'customer'. The privacy and security protection applicable to customer information also applies to consumer information.

4.2 Non-public PII – This includes account numbers, identification numbers, credit information, transactional information, and unlisted telephone numbers. It does not include aggregated customer information or information readily available in the public domain.

4.3 'Opt out', 'Do not solicit', and/or 'Do not e-mail' request – This is a customer request permitted by federal and/or state regulations. These requests may limit the disclosure of certain information among subsidiaries, affiliates and non-affiliated third parties and the methods used to communicate to customers. The Regulatory Compliance & Privacy Department ("RCPD") is responsible for ensuring the appropriate and timely processing of these requests.

5.0 RESPONSIBILITIES

5.1 The Senior Vice President responsible for the Customer Information Privacy Policy will provide the signature authorizing this policy. This Senior Vice President, or designee, must authorize exceptions to the policy.

5.2 The Regulatory Compliance and Privacy Program Manager will coordinate the development, implementation, modification, and communication of this policy.

5.3 Questions concerning this policy, its application and/or interpretation shall be directed to the RCPD.

5.4 Management of business areas with access to customer information will help facilitate employees' and contractors' compliance with this policy and supporting policies and procedures.

5.5 Information resource managers, the designated and authorized business owners of SCANA's customer information, are responsible for ensuring effective controls are in place to adequately protect customer information.

5.6 Employees and contractors are responsible for understanding and complying with SCANA policies and procedures and legal, regulatory, and contractual requirements related to customer information.

6.0 Guidelines for Customer Information Privacy

6.1 Data Classification for Customer Information

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6.1.1 In accordance with SCANA's information classification process, customer information is 'restricted information.' Therefore, it is confidential and is available on a need-to-know basis only.

6.1.2 Security requirements as detailed in SCANA's security policies and procedures should be adhered to as related to the protection of customer information.

6.2 Access to Customer Information

6.2.1 Customer information must be physically and electronically maintained in a manner sufficient to ensure it can only be accessed for legitimate business purposes.

6.2.2 Employees and contractors of SCANA and its subsidiaries must only have access to information on residential customers, industrial and commercial customers; related parties; and/or guarantors as necessary to execute job and/or contracted responsibilities requiring such access in accordance with regulatory, legal, contractual, and/or SCANA business requirements.

6.3 Disclosure of Customer Information

6.3.1 To the Customer and/or Others Authorized by/for the Customer

6.3.1.1 Credit scores, ratings, or classifications; notations for internal-use-only; or internally-generated analyses will not be disclosed to the customer, unless required to comply with section 6.4 of this policy. Matters related to confirmed energy diversions or fraud investigations must be referred to Corporate Security and such information will not be disclosed to the customer.

6.3.1.2 A customer may authorize SCANA to conduct service-related transactions with another individual/entity by (a) adding the other individual to the account; (b) providing written documentation that identifies the authorized individual; or (c) verbally confirming his/her authorization. Option (a) or (b) in this paragraph is preferred for obtaining a customer's authorization for service-related transactions. The use of verbal confirmations should be limited to time-sensitive situations when possible and adequately documented (within the customer's account records). Prior to accepting a verbal authorization, the employee/contractor should take reasonable precautions to validate the identity of the customer making the authorization. This includes obtaining a valid account number, password (if applicable) and identification number information. An individual authorized on behalf of the customer also would include a person authorized by a Power of Attorney.

6.3.1.3 Prior to disclosing information, steps must be performed to obtain reasonable assurance (and supporting documentation as deemed necessary) that the disclosure is being made to the customer or a person authorized by the customer.

6.3.1.4 SCANA employees and contractors are permitted to disclose information to the customer or a person authorized by the customer in a

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manner consistent with company policies and procedures, their job responsibilities, and training received. Most common disclosures include the following:

- If a valid account number is provided (communication via phone, e-mail, or in person) and the account is not password-protected, general information, such as account balance, payment due date, and payment address may be provided.
- The Interactive Voice Response (IVR) system will disclose customer information such as account balance and limited service address information if the caller is able to provide a valid account number and/or identification number information.
- For accounts with password protection, the account number and password must be provided prior to the disclosure of account-related information. The IVR routes calls concerning password-protected accounts to the customer service area for processing.
- To process account-related changes, such as adding a person to an account or discontinuing service, or to obtain account information other than account balance, payment due date, and payment address, a form of identification in addition to a valid account number (and password, if applicable) must be provided. This may include a valid identification number or documented authorization from the customer.

6.3.1.5 Disclosure restrictions as detailed in this section are not intended to limit the receipt of information related to a utility account (e.g., safety-related information) or limit compliance with sections 6.3.4 and 6.4 of this policy.

6.3.2 To Third Parties

6.3.2.1 SCANA may be requested to disclose information to external third parties other than the customer or person authorized by the customer. If the third party is able to provide an account number and the account is not password-protected, reasonable requests for information such as account balance, payment due date, and payment address will be processed in a manner consistent with company policies and procedures, job responsibilities, and job training received. The disclosure should be adequately documented (within the customer's account records when possible), and should include the contact information for the person receiving the information and the justification for the disclosure. If information was not disclosed, the reason(s) the information request was denied should be documented.

6.3.2.2 Information may be disclosed to third parties and/or service providers who are performing a contracted service for SCANA. These third parties are bound to the terms of this policy and they must have signed a confidentiality agreement and/or other equivalent document prior to their having access to customer information. These signed documents are to be maintained in accordance with SCANA's retention requirements for contracts.

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6.3.2.3 Customer information may be disclosed to credit reporting agencies, collection agencies, and other companies with whom SCANA has joint agreements for the sharing of information regarding payment history or unpaid balances, and/or assessing credit ratings. These disclosures are to be executed by only those individuals with specific job responsibilities for such disclosures.

6.3.2.4 Disclosure restrictions as detailed in this section are not intended to limit the receipt of information related to a utility account (e.g. safety-related information), limit the provision of summary or aggregate information, or limit compliance with sections 6.3.4 and 6.4 of this policy.

6.3.2.5 Exceptions to these disclosure guidelines may be approved as necessary by business unit officers or the SCANA Legal Department. Such exceptions and resulting disclosures must be appropriately documented.

6.3.3 To SCANA Subsidiaries

6.3.3.1 Employees and contractors should be aware that SCANA's subsidiaries operate in both regulated and non-regulated lines of business. Regulated and non-regulated industries often follow different guidelines and procedures when determining the level of privacy afforded to certain customer information. It is not only the disclosure to a third party that causes concern, but also the disclosure of customer information between regulated and non-regulated business operations.

6.3.3.2 Publicly-available information may be disclosed to a SCANA subsidiary. The employee/contractor making such a disclosure is responsible for verifying that the information being disclosed is in fact publicly-available.

6.3.3.3 Aggregate customer information (e.g. statistical analyses) that does not identify an individual may be disclosed to a subsidiary, provided there are no other regulatory prohibitions and provided the information disclosure is within the scope of the employee's or contractor's job responsibilities.

6.3.3.4 Customer information from a subsidiary may be disclosed to SCANA Services at the customer's request or as necessary to perform customer-service related functions, such as billing, credit-related activities, and informational communications. Information disclosed may only be used for the purpose for which it was provided unless additional purposes are authorized by the customer.

6.3.3.5 Information related to SCANA's regulated customers may not be disclosed to another subsidiary, other than SCANA Services, unless authorized by the customer or the information is publicly available. Disclosures of information related to SCANA's regulated customers require management review and approval.

6.3.3.6 Information regarding customers of only non-regulated products or services may be disclosed to SCANA subsidiaries, with Management review

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and approval, unless the customer is on the SCANA Services' maintained 'Opt-out'/'Do Not Solicit' list for residential customers (refer to Legal/Regulatory Requirements section below).

6.3.3.7 Information that has been purchased or otherwise obtained from an external third party may be disclosed to a subsidiary as contractually permitted. The receipt, source, and/or disclosure of such information should be adequately documented.

6.3.4 To Law Enforcement and for Public Safety

6.3.4.1 Requests by law enforcement for customer information should be directed to SCANA Corporate Security. SCANA Corporate Security is permitted to disclose customer information to law enforcement pursuant to a warrant, a subpoena, or other written document that orders or compels disclosure. Corporate Security must have sufficient documentation before the disclosure is made. Corporate Security is responsible for maintaining a file of such requests and the information provided.

6.3.4.2 SCANA retains the right to disclose information regarding its customers to maintain public safety or to protect the rights and property of SCANA, and/or its affiliates, and other SCANA customers.

6.4 Legal and/or Regulatory Requirements

6.4.1 SCANA will comply with legal, contractual, and regulatory (federal, state, and local) requirements related to customer information, privacy, and notices.

6.5 Maintenance and Destruction of Customer Information

6.5.1 Maintenance and destruction of customer information shall be in accordance with the SCANA Corporate Records Management Program and applicable legal, regulatory, and contractual requirements.

6.6 Payment Card Data Security

6.6.1 Payment Card Data Fields – The following Primary Account Number (PAN) data may be stored if required by business need: Cardholder Name, Service Code, Expiration Date.

6.6.2 Restricted Payment Card Data Fields – The following payment card data must never be stored, even in encrypted format: Full Magnetic Stripe Data, CAV2/CVC2/CVV2/CID, PIN/PIN Block.

6.6.3 Payment Card Data Masking – Payment card data must be masked to the first six (6) or last four (4) digits unless users have a business case to see full PAN.

6.6.4 Secure Data Transport

6.6.4.1 Strong cryptography and security protocols must be used for transmission of payment card data over open, public networks. Encryption choices are TLS 1.2 or equivalent. SSL and early TLS are not considered strong cryptography and cannot be used as a security control after June 30, 2016. Payment card data released to external parties must be approved by SCANA's Data Transmission Analysis and Control (DTAC) process prior to transmission.

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6.6.4.2 - Use of unsecured transmission protocols (unsecured email, chat or messaging applications, etc.) to send payment card data is prohibited.

Payment card data may only be transmitted using approved communication encryption systems and cannot include "card not present" codes otherwise known as cvv, cvc, or cid.

6.6.4.3 - Payment card data removed from SCANA's premises must be encrypted.

6.6.4.4 - Non electronic payment card data, such as printed reports, must be physically secured.

6.6.5 Data at Rest - Payment card data stored within applications must be encrypted, including payment card data stored on portable digital media, backup media, or any application or system data log file.

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PUBLIC VERSION

ATTACHMENT 2

4/7/2020

Privacy Policy | Dominion Energy South Carolina



South Carolina »

Privacy Policy

Privacy Policy

Dominion Energy South Carolina, Inc., Public Service Company of North Carolina, Incorporated, and Dominion Energy Southeast Services, Inc. (referred to herein, collectively, as "Company," "we," "us," or "our") respects your privacy, and we make every reasonable effort to protect the information that we have about You. This Privacy Policy covers information obtained from customers, potential customers (consumers), website visitors, visitors to our social media platforms, and mobile application users. This Privacy Policy is designed to help You understand how we collect and use the information You decide to share and help You make informed decisions when providing information to the Company. In addition, this Privacy Policy describes our commitment to protect your information, and how we may make changes to this Privacy Policy from time to time. This Privacy Policy covers the Company, its employees, agents, contractors, and affiliates.

Definitions

- **Personal Information** means any information that, when used alone or combined with other personal or identifying information, can be used to identify an individual, family, or household.
- **Third Parties** means vendors, agents, contractors, or affiliates that provide products and/or service(s) to, on behalf of, or at the direction of the Company.
- **You** means any Company customer, applicant for Company goods and/or services, website visitor, or mobile application user.

Who We Are

The Company consists of several companies. Public utility commissions regulate the utility operations of some of these companies, including: Dominion Energy South Carolina, Inc., whose utility operations are regulated by the South Carolina Public Service Commission; and Public Service Company of North Carolina, Incorporated, whose utility operations are regulated by the North Carolina Utilities Commission. The other related company to which this policy applies, Dominion Energy Southeast Services, Inc., is not regulated by a public utility commission.

I. The Information We Collect

A. **Information That You Give Us**

The Company is committed to collecting only the information that is necessary to provide goods and services to You or to comply with applicable law. We receive, store, and process information, including Personal Information, that You make available to us based on our business relationship (or our potential business relationship) with You, by using or accessing our website or other online services, or by accessing one of our mobile service applications.

Examples include:

- The information You provide to us when You initiate service from us, such as your name, address, phone number, email address, and Social Security Number;
- Information we use in making decisions to offer You products and services, including: Social Security number; employment information; income, account balances and payment history; and credit history and credit scores;
- Billing and payment information You provide to our third-party payment processor in order to pay for goods or services, including your financial information (such as bank account and/or credit/debit card numbers), and Social Security Number;
- Information You provide to determine eligibility or participate in certain utility programs or services;
- Information used to visit, register for, manage, or access your online account, such as your Company account number, name, address, phone number, email address, and other unique identifiers such as a username and password;
- Information You provide in any form on our website, mobile applications, or otherwise, including but not limited to, signing up for outage alerts, signing up for bill notifications, or authorizing another person on your Company account;
- Information You give us when You communicate with the Company and/or any of its representatives;
- Information You give us when You respond to surveys or participate in promotions;

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Privacy Policy | Dominion Energy South Carolina

- Phone number(s) to which we will send text messages relating to the services You receive from the Company. We will only use the mobile number(s) You have provided to us to transmit service information to You via text message, unless You have given us prior written consent to provide marketing information to You via text message. Please notify the Company in the event your contact information changes, including any telephone number and/or email address. Please remember that standard messaging and data rates may apply according to your specific wireless plan or prepaid arrangement with your wireless carrier. You may revoke your consent to receive text messages.

B. Information We Get from Your Use of Our Website or Mobile Apps**1. Your visits to the Company's website or mobile apps**

We collect information about visits to our website and use of mobile applications, such as the number of visitors and the number of users that click on certain links or use certain services. For some purposes, such as rate analysis, we link usage information with the customer visiting the website. We use industry standard software to create summary statistics of the data we collect, which may then be used to highlight what our visitors find interesting, to improve website design and usability, to identify system performance issues, or for other internal purposes. We may use information about your location when You use certain features on our website, such as our Outage Map.

2. Log data

We receive information that is automatically recorded by our servers when You visit our website or use our mobile applications, including your Internet Protocol ("IP") Address. An IP address is a number automatically assigned to your computer every time you browse the Internet. When You visit the website, our servers log your current IP address. We may use your IP address to help diagnose problems with our servers and to administer the website. We also use IP addresses to provide localized content to You on our website, which is related to your geographic region. Your IP address is not associated with your Personal Information and we do not use it to identify You when logging IP address data. Our mobile applications may collect certain information automatically, including, but not limited to, the type of mobile device You use, your mobile device's unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers You use, and information about the way You use an application.

3. Cookies

When You visit or use our website or online services, our server may create cookies, which are small files placed on your device (and stored on your device's hard drive or in your device's memory) that contain information about your website visit(s) and preferences. Cookies come in two types- "session" cookies (that exist for the life of your web session) or "persistent" cookies (that remain after your web session). The Company uses cookies and other similar technologies on our website and online services to assist us in customizing our website's content based on your subject matter choices, to provide the information You request, and to enhance your experience on our website. We may also allow business partners to use their cookies or similar technologies on our website or online services for the purpose of providing targeted advertisements to You about programs or services that we offer. As a result, when You use or visit the website, You will provide or make available certain information to us and to our business partners.

The data we collect about website usage from cookies is not tied to your Personal Information and is only used in an aggregated form for the purposes of our own customer support, analytics, research, and improving our website. When You use features on our websites, the cookie is associated with your Personal Information in order to provide You with a more convenient experience. We do not sell or transfer the data we obtain from cookies for any purpose other than to evaluate website usage, improve your online experience, provide services to You, or offer programs and/or services that You may be interested in.

You can limit the collection of certain website information by deleting or disabling cookies. Most Internet browsers allow You to erase cookies from your computer hard drive, block all cookies, or receive a warning before a cookie is stored. Disabling cookies may prevent You from using specific features on our sites and other websites, such as ordering products or services and maintaining an online account.

At any time, You may choose not to provide your Personal Information or you may choose to discontinue your use of our website. However, if You choose to "opt-out" of providing Personal Information, we may not be able to provide the information or services You desire. Note also that even if You choose not to have an online account with us, we will still store some of your Personal Information in our billing system if You are our customer. If You choose not to provide Personal Information to us, we may be unable to provide You service or complete your transaction.

It is also the Company's expectation that users of our websites and related electronic services will refrain from using language or email addresses which could be considered offensive, slanderous, in violation of any laws or of any person's rights or in a manner that is contrary to acceptable business practices or etiquette. The Company reserves the right in its sole discretion to discontinue providing any or all electronic services to users of our websites or of our mobile applications.

C. Targeted Communications on Social Media Sites

We use social media sites like Facebook and Twitter to communicate with You about our programs and services. You can follow us on these social media sites to receive regular updates. These sites also allow us to target ads to You using the information they maintain about You, even if You do not specifically follow us on their site. We may target ads to You using information such as cookies, pixels, zip codes, and interests.

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You may be able to disable some or all of the advertising directed to You on a social media site by adjusting your privacy settings on that site. Please see our "Social Media Guidelines" located on Our websites for more information.

II. How We Use the Information We Collect

We use your information to provide the services You request and to support our business functions.

For example, we may use your information to:

- Fulfill your requests and communicate with You about those requests;
- Help You quickly find and/or receive information about the Company or one of its affiliated companies;
- Register, establish and service your account;
- Provide customer service;
- Alert You to our updated information and services and provide more complete services and website content;
- Improve the content of our websites for your use;
- Protect the security of our websites and our business.

III. How We May Share the Information We Collect With Third Parties

We may disclose Personal Information to Third Parties in certain circumstances, such as:

- in order to provide You with services or to complete transactions requested by You, or by others directed by you;
- with the Company's subsidiaries and affiliates, unless prohibited by law or regulation;
- to Third Parties and/or service providers who are providing the product(s), service(s), or information You requested. These Third Parties are not allowed to use your Personal Information except for the purpose of providing these product(s) and/or services;
- to Third Parties who are providing service(s) to the Company or its subsidiaries or affiliates (for example, Third-Parties performing credit card processing, credit reporting agencies, electronic bill payment services, or debt collection services). These companies are authorized to use your Personal Information only as necessary to provide these services to us. In some instances, these Third Parties may collect Personal Information directly from You, rather than by means of the Company providing that information;
- to Third Parties who perform activities at the direction of the Company. Such activities include, but are not limited to, solicitation of product(s) or services, or conducting of market research. These Third Parties are not allowed to use your Personal Information except for the purpose of performing activities expressly approved by the Company;
- undergoing business transitions; in the event the Company experiences a business transition, such as a merger or acquisition, or selling a portion of its assets, Personal Information will, in most instances, transfer as part of that business transition;
- when the Company has formed a good-faith belief that disclosure of information is necessary to protect the rights and property of the Company, and/or its affiliates or other Company customers;
- assisting emergency responders in situations of immediate threat to life or property;
- when allowed or required by law or regulation or when our legal counsel has a good-faith belief that a warrant, subpoena or court order requires the disclosure; or
- with your consent.

IV. Aggregate or Generic Information

This Privacy Policy does not apply to aggregate and/or generic information that does not identify You or any individual. Therefore, the Company reserves the right to share non-personal information with Third Parties for any reason, unless prohibited by law or regulation.

V. Children's Policy

We do not intend to collect any Personal Information from children through our websites or otherwise. Please do not allow children under the age of 13 to provide any Personal Information in connection with our websites, on any social media platform, or otherwise. If we determine that a child under 13 has provided Personal Information in violation of this Privacy Policy, we will delete that information as soon as practicable. If You become aware that such information has been provided by a child under the age of 13, please contact us so that we can delete any such information.

VI. Information Security

We use reasonable information security safeguards and techniques to protect the information You provide. When You submit sensitive information (such as Personal Information) to the Company via our website, the information is protected both during transmission and in storage. The Company uses prevailing information technology industry practices to protect Personal Information from loss, misuse, alteration, and destruction. Such measures include the use of firewalls, encryption, and communications security (e.g. secure socket layers) to protect sensitive information received. In some areas of our website, we require a user ID and password to access certain information. To protect information off-line, access to the information You provide is limited to those who specifically need it to conduct their business responsibilities. Your information is stored on secure servers protected inside controlled facilities.

Unfortunately, no information can be guaranteed to be 100 percent secure, so we cannot give an absolute assurance the information You

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Privacy Policy | Dominion Energy South Carolina

provide to us will be secure at all times.

The Company does not have any responsibility whatsoever for the secure and effective operation of a) your computer systems (including but not limited to desktops, laptops, handheld devices, and networks), or b) any software installed on your computer systems, that You use to access our online services, our social media platforms, our mobile applications, and any Company services. Please employ and apply reasonable security practices to any computer system or software You use to connect to our website, to interact with us on our social media platforms, or to access our mobile applications, including:

- Protect your password as described below;
- Maintain (via updates and patches) the most current versions of your computer systems, including your operating system, software, web browsers, and browser plug-ins;
- Install and update anti-virus software on all of your devices and computer systems;
- Do not click on suspicious links, or open attachments from mysterious senders, and beware of email messages or websites requesting your Personal Information;
- Browse the internet securely.
- **Please note that the Company will not ask you to send us, via email or text message, or on any social media platform, sensitive Personal Information.**

VII. Password Protection

The Company does not disclose passwords to Third Parties; however, You are also responsible for maintaining the privacy and security of your account number, user ID, and password. We strongly urge you to guard the confidentiality of your user name and password. Do not give your password to anyone, especially if asked to do so in an email or a phone call. Do not share your user name and password with any third party or any third party services, or use your password with any other website. Your password is your first line of defense against unauthorized access to your account. If your password is compromised, your information can be misused. Please take precautions to protect your password. If You believe your password has been compromised, please contact us immediately.

VIII. Non-Company websites

For convenience, we offer You the ability to link to and view pages of websites not operated or controlled by the Company (e.g., weather and financial information). You should be able to tell You have linked to a non-Company website because we inform You with appropriate notice or the link launches a separate webpage. The Company and its subsidiaries do not monitor or control the content or the privacy practices of these non-Company websites and are therefore not responsible for the privacy practices or the content of linked external websites. When using a link to a non-Company website, we recommend You review the privacy practices and policies of the external website.

IX. Obtaining and Correcting Information

If You wish to know the Personal Information we have collected from You through your use of our website or otherwise, or if You believe we have obtained inaccurate information about You, please contact us using the information provided in the "Contact Information" section below. Please notify the Company in the event your contact information changes, including any telephone number and/or email address.

X. Opting-Out of Certain Communications from Us

In some cases, we may contact you to let You know about new products or services that may be of interest to You. If You do not wish to be contacted by us for this purpose, You may "opt-out" of receiving such information by contacting us using the information in the "Contact Information" section below.

Marketing emails You receive from us include an unsubscribe instruction (usually found at the bottom of the email) that You may use to opt out of receiving future marketing-related emails.

If You enroll in the Outage Reporting Text Messaging service, You may opt-out by sending STOP to any text message you receive or to the short code (467234).

You may opt-out of receiving push notifications through our mobile applications. Either select the option to 'not allow' on the notification prompt the first time you open the app, or if notifications are already enabled, disable them for the app through Settings on your mobile device.

XI. Opting-Out of Certain Sharing of Your Information (Nevada Residents Only)

Effective October 1, 2019, Nevada law gives consumers in Nevada the right to restrict certain businesses from selling certain personal information to unaffiliated third parties if those third parties will license or sell such personal information to additional third parties. If you are a Nevada resident and wish to exercise this right, please contact us using the information provided in the "Contact Information" section below.

XII. California Residents' Rights

California law provides specific privacy rights to California residents as detailed in our Privacy Notice for California Residents. If you are a California resident and you have questions about your rights, please visit www.dominionenergy.com/california-privacy-rights

XIII. Privacy Policy Changes

We may change this Privacy Policy without notice, and changes will be posted to this website accordingly. Please visit this website periodically to

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Privacy Policy | Dominion Energy South Carolina

review the current Privacy Policy. Use of our website or our services after the posting of a revised Privacy Policy constitutes your acceptance of our privacy practices.

XIV. Contact Information

If You have questions about this Privacy Policy or wish to contact us concerning Personal Information You provided to us, please contact us at the following:

Email: Privacy@DominionEnergy.com

Toll-Free Telephone: 1-855-211-2315

Postal Address:

220 Operation Way
Cayce, SC 29033-3701
Attention: Corporate Privacy Office (MC C211)

This Policy is effective on January 1, 2020 and was last updated on December 30, 2019

How can we help you? 1-800-251-7234

[Mobile Site](#)[» About Us](#)[» Careers](#)[» News](#)[» Español](#)[» Contact](#)

Get the App.

 App Store Google Play© 2020 [Dominion Energy](#)[Terms and Conditions](#)[Privacy Policy](#)[Do Not Sell My Info \(CA\)](#)[Notice of Privacy Rights \(CA\)](#)

PUBLIC VERSION

ATTACHMENT 3



Rev. 05/2019

ELECTRONICALLY FILED - 2020 May 4 5:28 PM - SCPSC - Docket # 2019-363-E - Page 41 of 60

Who we are			
Who is providing this notice?	<p>This notice is provided on behalf of Dominion Energy South Carolina, Inc. and Public Service Company of North Carolina, Incorporated d/b/a Dominion Energy North Carolina (referred to herein, individually and collectively, as “Company”, “we”, “us” or “our”).</p> <p>The Company has agreed to allow HomeServe USA Repair Management Corp. (“HomeServe”) to offer and provide You with certain products and services such as Repair Programs, including those for appliances, HVAC systems, furnaces, gas logs, water heaters, water lines, sewer lines, in-home gas piping and in-home plumbing. HomeServe is an independent company separate from the Company and is not an affiliate of the Company.</p> <p>HomeServe repair programs are not part of the Company’s regulated services and are not in any way sanctioned by the Public Service Commission of South Carolina or the North Carolina Utilities Commission.</p> <p>There is no advantage to utility customers if they buy these products or services. A customer does not have to buy such products or services in order to continue to receive the same safe and reliable service from the Company. Similar products and services may be available from providers other than HomeServe.</p>		
What we do			
How is my personal information used, shared and protected?	<p>The Company has agreements in place with HomeServe that limit HomeServe’s use of Your information. Any information You provide HomeServe will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer the Service Agreement You enter into with HomeServe or its group of companies.</p> <p>The Company’s agreements with HomeServe also require they protect Your personal information from unauthorized access and use. These protections include use of security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>HomeServe may share Your information, including, but not limited to, Your address, telephone number, and other contact information with third parties for everyday business purposes such as to process Your transactions, maintain Your account(s). Your information may also be used or shared to offer You certain HomeServe products or services approved by the Company.</p>		
Reasons Your Personal Information May Be Shared by HomeServe		Is it Shared?	Can You limit this sharing?
For everyday business purposes—such as to process Your HomeServe transactions, maintain Your HomeServe account(s), respond to court orders and legal investigations, or report to credit.		Yes.	No.
For marketing purposes—to offer You certain HomeServe products or services approved by the Company pursuant to its agreement with HomeServe.		Yes.	No.
For the Company’s or HomeServe’s affiliates’ everyday business purposes—information about Your creditworthiness		No.	N/A
For the Company’s or HomeServe’s affiliates to market to You		No.	N/A
For the Company’s or HomeServe’s nonaffiliates to market to You		No.	N/A
Questions	Call Dominion Energy toll free at 1-855-211-2315 or email Dominion Energy at privacy@dominionenergy.com .		

PUBLIC VERSION

ATTACHMENT 4



Non-Utility Offer

PRSRT STD
U.S. POSTAGE
PAID
MAILED FROM
Z P CODE 19612
PERMIT NO. 5003



Important Information Enclosed

PUBLIC VERSION



Repair Plans from
HomeServe®

An important message from Dominion Energy South Carolina

It's important to help protect your finances from the unexpected expense and inconvenience of emergency repairs.

The enclosed information is provided to help you understand how a plan from HomeServe—***an independent company separate from Dominion Energy South Carolina***—can help protect your finances, and decide whether it's right for you.

That's why Dominion Energy has selected HomeServe—a premier provider of home emergency repair programs to homeowners nationwide—to offer and administer optional home repair programs to customers of Dominion Energy South Carolina.

Many homeowners are not aware that they are responsible for certain systems. Plans from HomeServe give homeowners financial relief from the cost of covered repairs due to breakdowns of major systems inside and outside their homes. An optional plan from HomeServe can help protect Dominion Energy South Carolina customers from potentially expensive repair costs.

In no way are you required to purchase this coverage—it is completely *optional*, and your participation does not impact the natural gas service and/or electric service you receive from Dominion Energy South Carolina. Coverage is from HomeServe, not Dominion Energy South Carolina. Dominion Energy South Carolina provides only the billing services for the home repair programs.

Call HomeServe toll-free at 1-833-500-2623 for more information, to sign up for coverage, or to opt out of any future HomeServe mailings. Please visit www.DominionEnergySC.com/repair for frequently asked questions and links to additional information.

A handwritten signature in black ink that reads "Felicia Howard".

Felicia Howard
Vice President
Dominion Energy South Carolina



Repair Plans from
HomeServe®



Please respond by:

Please review the enclosed information:

**Status Review and
Explanation of Gas
Line Coverage**

SAMPLE A. SAMPLE
MAILING ADDRESS LINE 1
1911SZS3JD03ASCZ-9Q9S
ANYTOWN, SC 12345

99-1



Status Review:

As of November 2019, you have not chosen the In-Home Gas Line Repair Program from HomeServe to protect against an interior gas line failure that may cost hundreds in out-of-pocket expenses to replace if a breakdown occurs.

**Response Requested
Within 30 Days**

Status:
Not Covered

**Service Address Line 1
Gas Line Responsibility:**
Sample A. Sample

Property In:
Anytown

*Take action today.
Please respond by completing
and returning the enclosed
form, or call **1-833-500-2623**.
For fastest processing, visit
DominionEnergySC.com/repair.*

Explanation of Financial Responsibility for Gas Line Repairs

You are responsible for your gas line inside your home. Your gas company does not own this portion of the line and does not pay to repair or replace it.

Eligible Dominion Energy South Carolina customers can accept *optional* protection, which includes up to \$1,000 per service call (30-day wait period includes a money-back guarantee) for only \$2.95 per month with as many service calls as you need annually for covered repairs.

Your response is requested. Please complete and send back the enclosed form today.

HomeServe USA Repair Management Corp. ("HomeServe"), with corporate offices located at 601 Merritt 7, 6th Floor, Norwalk, CT 06851, is an *independent company separate from Dominion Energy* and offers this *optional* service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service from Dominion Energy South Carolina.

Important Coverage Information: Eligibility: An owner of a residential single structure that is not intended to be moved may be eligible for coverage. This includes single family homes, townhomes and duplexes. Recreational vehicles, mobile homes and properties used for commercial purposes are not eligible. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your gas line prior to enrollment. If your entire gas line is shared with any third party or covered by a homeowners', condominium or like association, is not installed according to code or manufacturer specifications, or is not connected to a natural gas utility, then you are not eligible. Propane gas lines are not eligible. Benefit Details: Coverage provides, up to the benefit amount, for the covered cost to repair the leaking or broken gas line, for which you have sole responsibility, inside your home, but after your meter if applicable, up to and including the shut-off valves of each appliance inside your home, including any non-functioning fittings and flex connectors, that is damaged due to normal wear and tear, not accident or negligence. The affected area will be leak tested after a covered repair is made. Not Covered: Gas lines integral to an appliance; relocation of a gas meter inside to outside; gas lines to detached secondary buildings; movement or replacement of the meter, unless required by local code and necessary to complete a repair; and damage from accidents, negligence or otherwise caused by you, others or unusual circumstances. Additional exclusions apply. Making a Service Call: Your plan starts the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period. Cancellation: Cancel any time by calling HomeServe at 1-833-500-2623. If you cancel within 30 days of your start date, you will get a full refund (less claims paid, where applicable). Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will get a pro-rata refund (less claims paid, where applicable.) Renewal: The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price and is billed monthly through your utility bill.

To see full Terms and Conditions with complete coverage and exclusion details prior to enrolling call 1-833-500-2623 or go to www.DominionEnergySC.com/repair. HomeServe is an independent company, separate from Dominion Energy South Carolina. If you would prefer not to receive solicitations from HomeServe, please call 1-833-500-2623.

ACCEPTANCE FORM

For fastest processing, please visit DominionEnergySC.com/repair.

1911SZS3JD03ASCZ-9Q9S

PLEASE REPLY BY:

By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at www.MyHomeServeUSA.com, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling HomeServe.

PLEASE CORRECT INFORMATION BELOW, IF NECESSARY, BEFORE SUBMITTING.

Sample A. Sample
Service Address Line 1
1911SZS3JD03ASCZ-9Q9S
Anytown, SC 12345

E-mail Address:

Phone #

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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YES, please sign me up for the In-Home Gas Line Repair Program from HomeServe and include the \$2.95 monthly charge, plus any applicable taxes, on my Dominion Energy South Carolina bill. I understand that this *optional* coverage is billed on a monthly basis and based on an annual contract that will be *automatically renewed annually* at the then-current renewal price. I have the option to cancel this contract at any time without additional cost to me by calling 1-833-500-2623. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

Signature (required)

Customer Number

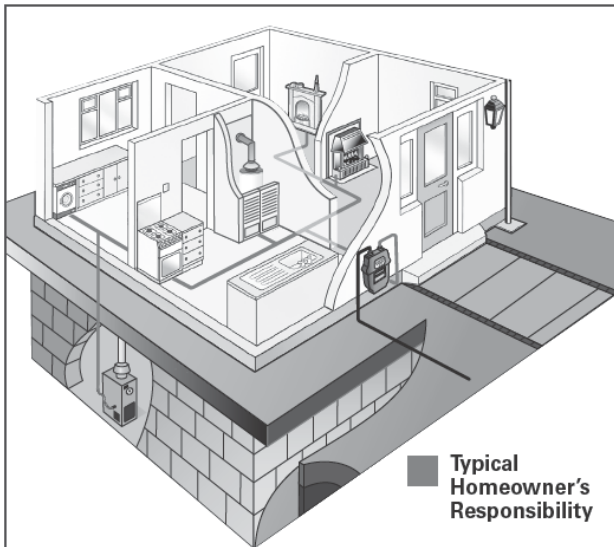
123456789



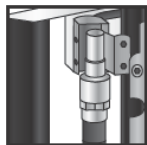
4610 2001 Q901 9999 99 264706

2019 GAS LINE RESPONSIBILITY REVIEW

Gas line disruptions: Here's How They May Affect Homeowners



Repair section of natural gas supply line (up to 25 ft.) **\$722**
PLAN MEMBERS: NO CHARGE[‡]



Repair/replace gas safety shut-off valve **\$439**
PLAN MEMBERS: NO CHARGE[‡]



Replace flexible gas connector from shutoff valve to appliance **\$152**
PLAN MEMBERS: NO CHARGE[‡]

[‡]National average repair costs within the HomeServe network as of March 2018. No charge for covered repairs up to your service call benefit amount.

Exclusions apply. See details in accompanying letter.

A common misconception regarding gas infrastructure is that the utility will take care of repairs if there is a breakdown within the home, but the homeowner is primarily responsible for the interior gas line that delivers natural gas to power your appliances, water heater and heating system. The bottom line is that homeowners should take steps today to prepare themselves and protect their finances from the costs and damages of gas-line related home repairs.

Homeowners are largely unaware that a gas line breakdown in their home is likely their responsibility to fix, often at significant cost. More than a third of Americans are unaware that they are responsible for their portion of the gas line.¹

Many may mistakenly assume that the damage is covered by their homeowners insurance policy. Most basic homeowners insurance policies do NOT cover gas line breakdowns due to normal wear and tear on a homeowner's property.

The price tag for repairing a gas line could be hundreds of dollars. Homeowners can take steps today to prepare themselves and protect their gas lines and finances from the costs and damages of gas-line related home repairs.

¹Ipsos Public Affairs, 2012.

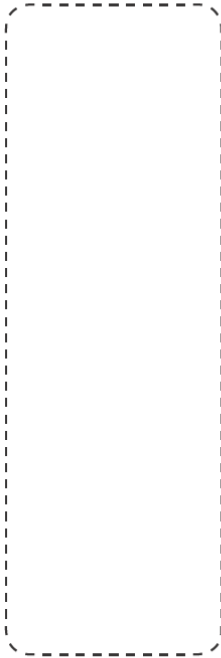
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PRSRT STD
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PAID
MAILED FROM
ZIP CODE 19612
PERMIT NO. 5003

Important Information Enclosed



Non-Utility Offer



1911_S3_OR

1911XS3JD04ASCZ



Repair Plans from HomeServe®

Please respond by:
December 11, 2019

Please review the enclosed information:

Status Review and Explanation of Interior Electrical System Coverage



Status Review:

November 6, 2019

Previously, we sent you information regarding your interior electrical system not being protected against the cost of repairs with the In-Home Electric Repair Program from HomeServe chosen by Dominion Energy South Carolina.

As of November 2019, you have not chosen this *optional* protection against an electrical system failure that may cost hundreds in out-of-pocket expenses to repair if a breakdown occurs.

Response Requested Within 30 Days

Status: Not Covered
1020 Backman Rd.
Interior Electrical System Responsibility:
[Redacted]

Property In: Lexington

Take action today.
Please respond by completing and returning the enclosed form, or call **1-833-500-2623**.
For fastest processing, visit **DominionEnergySC.com/repair**.

Explanation of Financial Responsibility for Interior Electrical System Repairs
You are responsible for the interior electrical system in your home. Repairs to this system due to normal wear and tear are typically not covered by basic homeowners insurance.

Eligible Dominion Energy South Carolina customers can accept protection, which includes an unlimited annual benefit amount (30-day wait period includes a money-back guarantee) for only \$3.95 per month and unlimited service calls for covered repairs.

Your response is requested. Please complete and send back the enclosed form today.

HomeServe USA Repair Management Corp. ("HomeServe"), with corporate offices located at 601 Merritt 7, 6th Floor, Norwalk, CT 06851, is an *independent company separate from Dominion Energy* and offers this *optional* service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service from Dominion Energy South Carolina.

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Important Coverage Information: Eligibility: An owner of a residential single structure, that is not intended to be moved, may be eligible for coverage. This includes single family homes (inclusive of manufactured housing), townhomes and duplexes. Recreational vehicles and properties used for commercial purposes are not eligible. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your interior electrical line prior to enrollment. If your entire interior electrical line is shared with any third party or covered by a homeowners', condominium or like association, then you are not eligible. Benefit Details: Coverage provides as many service calls as you need for the covered cost to repair, restore or replace the failing interior electrical line within your home, for which you have sole responsibility, from the service entrance wiring at the weatherhead or tap underground through the receptacle or fixture box, including breakers, boxes, fuses, receptacles, wiring, connectors, switches, and outlets, that is damaged due to normal wear and tear, not accident or negligence. Not Covered: Appliances; knob and tube wiring; repairs to any section of your interior electrical line that serves a secondary building not attached to your home; and damage from accidents, negligence or otherwise caused by you, others or unusual circumstances. Additional exclusions apply. Making a Service Call: Your plan starts the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period. Cancellation: Cancel any time by calling HomeServe at 1-833-500-2623. If you cancel within 30 days of your start date, you will get a full refund (less claims paid, where applicable). Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will get a pro-rata refund (less claims paid, where applicable.) Renewal: The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price and is billed monthly through your utility bill.

To see full Terms and Conditions with complete coverage and exclusion details prior to enrolling call 1-833-500-2623 or go to DominionEnergySC.com/repair. HomeServe is an independent company, separate from Dominion Energy South Carolina. If you would prefer not to receive solicitations from HomeServe, please call 1-833-500-2623.

ACCEPTANCE FORM

For fastest processing, please visit DominionEnergySC.com/repair.

By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at www.MyHomeServeUSA.com, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling HomeServe.

PLEASE CORRECT INFORMATION BELOW, IF NECESSARY, BEFORE SUBMITTING.

E-mail Address:

Phone #

YES, please sign me up for the In-Home Electric Repair Program from HomeServe and include the \$3.95 monthly charge, plus any applicable taxes, on my Dominion Energy South Carolina bill. I understand that this *optional* coverage is billed on a monthly basis and based on an annual contract that will be *automatically renewed annually* at the then-current renewal price. I have the option to cancel this contract at any time without additional cost to me by calling 1-833-500-2623. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

Signature (required)

Customer Number

1911_S3_OR

1911XS3JD04ASCZ

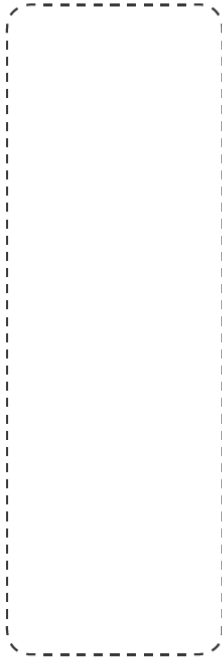
PUBLIC VERSION

PRSRT STD
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 19612
PERMIT NO. 5003

Important Information Enclosed



Non-Utility Offer



1911_S3_OR

1911XS3JD21ASCZ



Repair Plans from
HomeServe®

Please respond by:

Please review the enclosed information:

Status Review and Explanation of Water Line Coverage

Current Coverage:
Heating and Cooling Repair

Recommended Coverage:
Water Line Replacement Program

SAMPLE A. SAMPLE
MAILING ADDRESS LINE 1
1911XS3JD21ASCZ-999S
ANYTOWN, SC 12345
99



Status Review:

Previously, we sent you information regarding your water service line not being protected against the cost of repairs with the Water Line Replacement Program from HomeServe chosen by Dominion Energy South Carolina.

As of November 2019, you have not chosen this *optional* protection against a water service line failure that may cost thousands in out-of-pocket expenses to replace if a breakdown occurs.

Response Requested
Within 30 Days

Status:
Not Covered

Service Address Line 1
Water Line Responsibility:
Sample A. Sample

Property In:
Anytown

Take action today.
Please respond by completing
and returning the enclosed
form, or call **1-833-500-2623**.
For fastest processing, visit
DominionEnergySC.com/repair.

Explanation of Financial Responsibility for Water Service Line Repairs

You are responsible for the line buried underground on your property. Your water company does not own this line and does not pay to repair or replace the line.

Eligible Dominion Energy South Carolina customers can accept protection, which includes an unlimited annual benefit amount (30-day wait period includes a money-back guarantee) for only \$4.95 per month and unlimited service calls for covered repairs.

Your response is requested. Please complete and send back the enclosed form today.

HomeServe USA Repair Management Corp. ("HomeServe"), with corporate offices located at 601 Merritt 7, 6th Floor, Norwalk, CT 06851, is an *independent company separate from Dominion Energy* and offers this *optional* service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service from Dominion Energy South Carolina.

4610-2001-QR02-9966-6666-37192

1911XS3JD21ASCZ

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4610-2001-QR02-9999-99-37192

4610-2001-QR02-9999-99-37192

1911XS3JD21ASCZ

1911_S3_OR

PUBLIC VERSION

Important Coverage Information: Eligibility: An owner of both a residential single structure that is permanently secured to the ground and the land it is located on may be eligible for coverage. This includes single family homes (inclusive of manufactured housing) duplexes and townhomes. Recreational vehicles and properties used for commercial purposes are not eligible for coverage. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your exterior water service line prior to enrollment or if your exterior water service line is more than 500 feet in length. If your entire exterior water service line is shared with any third party or covered by a homeowners’, condominium or like association, then you are not eligible. Benefit Details: Coverage provides as many service calls as you need for the covered cost to repair or replace a single leaking, low pressure, or blocked exterior water service line, for which you have sole responsibility, from your utility’s responsibility to the water meter or main shut-off valve inside your home, that is damaged due to normal wear and tear, not accident or negligence. Not covered: Any water line that branches off the main water service line; shared line that provides service to multiple properties or secondary buildings; line connected to well, cistern or not connected to a water company system; and damage from accidents, negligence or otherwise caused by you, others or unusual circumstances. Additional exclusions apply. Making a Service Call: Your plan starts the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period. Cancellation: Cancel any time by calling HomeServe at 1-833-500-2623. If you cancel within 30 days of your start date, you will get a full refund (less claims paid, where applicable). Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will get a pro-rata refund (less claims paid, where applicable.) Renewal: The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price and is billed monthly through your utility bill.

To see full Terms and Conditions with complete coverage and exclusion details prior to enrolling call 1-833-500-2623 or go to DominionEnergySC.com/repair. HomeServe is an independent company, separate from Dominion Energy South Carolina. If you would prefer not to receive solicitations from HomeServe, please call 1-833-500-2623.

ACCEPTANCE FORM

For fastest processing, please visit DominionEnergySC.com/repair.

PLEASE REPLY BY:

1911XS3JD21ASCZ-999S

By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at www.MyHomeServeUSA.com, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling HomeServe.

PLEASE CORRECT INFORMATION BELOW, IF NECESSARY, BEFORE SUBMITTING.

E-mail Address:

Phone #

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YES, please sign me up for the Water Line Replacement Program from HomeServe and include the \$4.95 monthly charge, plus any applicable taxes, on my Dominion Energy South Carolina bill. I understand that this *optional* coverage is billed on a monthly basis and based on an annual contract that will be *automatically renewed annually* at the then-current renewal price. I have the option to cancel this contract at any time without additional cost to me by calling 1-833-500-2623. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

Signature (required)

Customer Number

123456789

1911_S3_OR

1911XS3JD21ASCZ

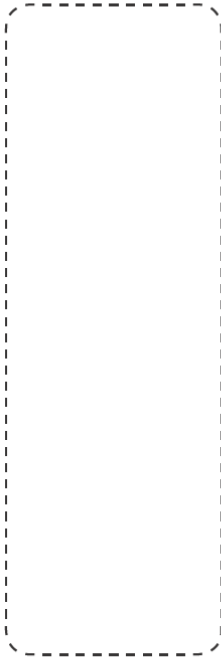
PUBLIC VERSION

PRSRT STD
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 19612
PERMIT NO. 5003

Important Information Enclosed



Non-Utility Offer



1911_S3_QR

1911XS3JD48ASCZ

2.0"

fold

5.75"

3.75"

375"



**Repair Plans from
HomeServe®**

Please respond by:
<<Month X, XXXX>>

Please review the enclosed information:

Status Review and Explanation of Water Heater Coverage

```
<<SAMPLE A SAMPLE>>  
<<MAIL_ADDRESS1>>  
<<MAIL_ADDRESS2>>  
<<MAIL_CITY, ST ZIP>>
```

**Status Review:**

<<Month X, XXXX>>

Previously, we sent you information regarding your water heater not being protected against the cost of repairs with the Water Heater Repair and Replacement Program from HomeServe chosen by Dominion Energy South Carolina.

As of November 2019, you have not chosen this *optional* protection against a water heater failure that may cost hundreds in out-of-pocket expenses to repair or replace if a breakdown occurs.

**Response Requested
Within 30 Days**

Status:
Not Covered

<<Serv_Address1>>
Water Heater Responsibility:
 <<Sample Sample>>

Property In:
<<Serv_City>>

Take action today.
Please respond by completing
and returning the enclosed
form, or call **1-833-500-2623**.
For fastest processing, visit
DominionEnergySC.com/repair.

Explanation of Financial Responsibility for Water Heater Repairs

You are responsible for the water heater in your home. Repairs to this system due to normal wear and tear are typically not covered by basic homeowners insurance.

Eligible Dominion Energy South Carolina customers can accept <<optional>> protection, which includes an unlimited annual benefit amount (30-day wait period includes a money-back guarantee) for only \$6.95 per month and unlimited service calls for covered repairs.

Your response is requested. Please complete and send back the enclosed form today.

HomeServe USA Repair Management Corp. ("HomeServe"), with corporate offices located at 601 Merritt 7, 6th Floor, Norwalk, CT 06851, is an *independent company separate from Dominion Energy* and offers this *optional* service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service from Dominion Energy South Carolina.

17" long

old

PC1 VARIABLE

3.75"

old

3.3785"

1911 S3 CB 1911xS3JDXxASCZ.indd 1
Flat size: 8.5" w x 17" h (Slit and Nest)
Finished Size: letter: 8.5" x 10.875" App: 8.5" x 5.75"
Fold: thirds; Finished Folded Size: 8.5" x 3.75"
Color: 1c/2c; Black / Black, 30Y
Stock: uncoated text

9/19/19 9:16 AM

1911XS3JD48ASCZ

1911_S3_QR

As of November 2019, you have not chosen the Water Heater Repair and Replacement Program from HomeServe to protect against a water heater failure that may cost hundreds in out-of-pocket expenses to repair or replace if a breakdown occurs.

NPC1 VARIABLE

<<MatchbackID>>

<<Mailcode>>-25

1911_S3_QR

1911XS3JD48ASCZ

Customer Number

<<Customer_No>>

Signature (required)

YES, please sign me up for the Water Heater Repair and Replacement Program from HomeServe and include the \$6.95 monthly charge, plus any applicable taxes, on my Dominion Energy South Carolina bill. I understand that this *optional* coverage is billed on a monthly basis and based on an annual contract that will be *automatically renewed annually* at the then-current renewal price. I have the option to cancel this contract at any time without additional cost to me by calling 1-833-500-2623. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

<<Serv_Address1>>
<<Serv_Address2>>
<<Serv_City, ST Zip>>

Phone #

E-mail Address:

PLEASE CORRECT INFORMATION BELOW, IF NECESSARY, BEFORE SUBMITTING.
By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at www.MyHomeServeUSA.com, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling HomeServe.

<<1911XS3JD48ASCZ-xxxx>>

PLEASE REPLY BY: <</X/XXXX>>

For fastest processing, please visit DominionEnergySC.com/repair.

ACCEPTANCE FORM

(T E N / L I T S - E W A S T E)

Important Coverage Information: Eligibility: An owner of a residential single structure, or a unit within a structure, that is not intended to be moved may be eligible for coverage. This includes single family homes (inclusive of manufactured housing), townhomes, condominiums and mobile homes. Recreational vehicles and properties used for commercial purposes are not eligible. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your water heater prior to enrollment, or if your water heater is commercial grade, instant-on, low boy gas, larger than 66 gallon, tabletop, tankless, solar, or designed or used for the recirculation of potable water as part of a heating system, (e.g. Apollo and MoreFlow). If you do not buy a plan for every water heater you own, the largest water heater serving the main/first floor of your home will be covered unless you call to designate a different water heater within 30 days of enrollment. If your entire water heater is shared with any third party or covered by a homeowners', condominium or like association, then you are not eligible. Only the following standard water heaters are eligible: electric: 30-66 gallon; 30-40 gallon 110V or 220V single element; 40-66 gallon tall or low boy dual element; 40-66 gallon tall gal; 40-66 gallon mobile home type. gas: 40-66 gallon including power vent/direct vent; 40-66 gallon mobile home type. Benefit Details: Coverage provides as many service calls as you need for covered repairs to repair or replace a standard electric or gas water heater, for which you have sole responsibility, that is damaged due to normal wear and tear, not accident or negligence. If your water heater is deemed beyond repair, you can either 1) apply the balance of your benefit amount to a unit most similar in capacity and/or functionality, or 2) choose to receive \$800 for the purchase and installation by us of a tankless water heater or conversion to a natural gas water heater. Not covered: Removal or disposal of old water heater; and damage from accidents, negligence or otherwise caused by you, others or unusual circumstances. Additional exclusions apply. Making a Service Call: Your plan starts the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period. Cancellation: Cancel any time by calling HomeServe at 1-xxx-xxx-xxxx. If you cancel within 30 days of your start date, you will get a full refund (less claims paid, where applicable). Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will get a pro-rata refund (less claims paid, where applicable.) Renewal: The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price and is billed monthly through your utility bill.

To see full Terms and Conditions with complete coverage and exclusion details prior to enrolling call 1-833-500-2623 or go to DominionEnergySC.com/repair. HomeServe is an independent company, separate from Dominion Energy South Carolina. If you would prefer not to receive solicitations from HomeServe, please call 1-833-500-2623.

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1911_S3_QR

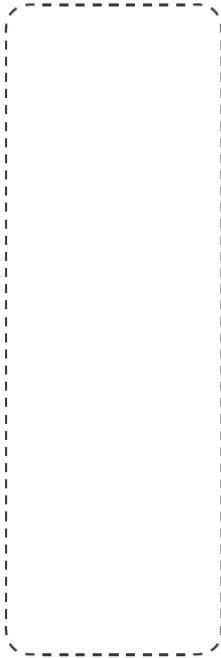
PUBLIC VERSION

PRSRT STD
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 19612
PERMIT NO. 5003

Important Information Enclosed



Non-Utility Offer



1911_S3_OR

1911XS3JD44ASCZ



Repair Plans from HomeServe®

Please respond by:
December 11, 2019

Please review the enclosed information:

Status Review and Explanation of Heating and Cooling System Coverage

[Redacted]
[Redacted]
[Redacted] 149
|||||

Status Review:

November 6, 2019

Previously, we sent you information regarding your heating and cooling systems not being protected from the cost of repairs with the Heating and Cooling Repair Program from HomeServe chosen by Dominion Energy South Carolina.

As of November 2019, you have not chosen this *optional* protection against a heating or cooling system failure that may cost hundreds in out-of-pocket expenses to repair if a breakdown occurs.

Response Requested Within 30 Days

Status:
Not Covered

198 Silverwood Trl.
Heating and Cooling System Responsibility:
[Redacted]

Property In:
Columbia

Take action today.
Please respond by completing and returning the enclosed form, or call **1-833-500-2623**.
For fastest processing, visit **DominionEnergySC.com/repair**.

Explanation of Financial Responsibility for Heating and Cooling System Repairs
You are responsible for the heating and cooling systems in your home. Repairs to these systems due to normal wear and tear are typically not covered by basic homeowners insurance.

Eligible Dominion Energy South Carolina customers can accept protection, which includes an unlimited annual benefit amount (30-day wait period includes a money-back guarantee) for only \$11.95 per month and unlimited service calls for covered repairs. There is a \$50 fee per service call.

Your response is requested. Please complete and send back the enclosed form today.

HomeServe USA Repair Management Corp. ("HomeServe"), with corporate offices located at 601 Merritt 7, 6th Floor, Norwalk, CT 06851, is an *independent company separate from Dominion Energy* and offers this *optional* service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service from Dominion Energy South Carolina.

4610-2001-QR02-6-149-32661

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1911_S3_OR

4610-2001-QR02-6-149-32661

4610-2001-QR02-6-149-32661

1911XS3JD44ASCZ

1911_S3_OR

Important Coverage Information: Eligibility: An owner of a residential single structure, or a unit within a structure, that is not intended to be moved may be eligible for coverage. This includes single family homes, townhomes and apartments. Recreational vehicles, mobile homes, and/or properties used for commercial purposes are not eligible. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your heating or heat pump/cooling system prior to enrollment; if you have a geothermal heat pump; or if your system is not installed according to code or manufacturer specifications. If you do not buy a plan for every system you own, the largest system serving the main/first floor of your home will be covered, unless you call to designate a different system within 30 days of enrollment. Benefit Details: Coverage provides as many service calls as you need for the covered cost to repair your gas, propane, electric or oil central or forced-air heat pump, standalone heat pump/air cooling system or furnace heating system, for which you have sole responsibility, that is damaged due to normal wear and tear, not accident or negligence. There is a \$50 fee per service call. Not covered: Boilers, water-heater or steam-based systems, geothermal or gas-engine driven heat pumps, radiant floor/ceiling heat; routine maintenance; add-on components, including humidifiers, electronic or electrostatic air filters, electronic zoning systems, ultraviolet light systems and condensate lift pumps; auxiliary components including ductwork, grilles and registers, equipment casing/enclosures, condenser pads, snow legs, flues and chimneys; and damage from accidents, negligence or otherwise caused by you, others or unusual circumstances. Additional exclusions apply. Making a Service Call: Your plan starts the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period. Cancellation: Cancel any time by calling HomeServe at 1-833-500-2623. If you cancel within 30 days of your start date, you will get a full refund (less claims paid, where applicable). Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will get a pro-rata refund (less claims paid, where applicable.) Renewal: The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price and is billed monthly through your utility bill. **To see full Terms and Conditions with complete coverage and exclusion details prior to enrolling call 1-833-500-2623 or go to DominionEnergySC.com/repair.** HomeServe is an independent company, separate from Dominion Energy South Carolina. If you would prefer not to receive solicitations from HomeServe, please call 1-833-500-2623.

ACCEPTANCE FORM

For fastest processing, please visit DominionEnergySC.com/repair.

By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at www.MyHomeServeUSA.com, and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling HomeServe.

PLEASE CORRECT INFORMATION BELOW, IF NECESSARY, BEFORE SUBMITTING.

E-mail Address:

Phone #

YES, please sign me up for the Heating and Cooling Repair Program from HomeServe and include the \$11.95 monthly charge, plus any applicable taxes, on my Dominion Energy South Carolina bill. I understand that this *optional* coverage is billed on a monthly basis and based on an annual contract that will be *automatically renewed annually* at the then-current renewal price. I have the option to cancel this contract at any time without additional cost to me by calling 1-833-500-2623. I confirm that I am the homeowner and have read the information in this package, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage.

Signature (required)

Customer Number

1911_S3_OR

1911XS3JD44ASCZ